

APRIL, 2008 NEW CASE REPORT

Wagner and Wagner Auto Sales, Inc. v. Land Rover North America, Inc., 2008 U.S.Dist.Lexis 23167 (D. Mass., March 19, 2008)(summary judgment for Land Rover on dealer's claim for wrongful termination under the Massachusetts statute requiring "good cause" for termination)

Dunn v. National Beverage Corp., 2008 Minn.Lexis 116 (Minn. S. Ct., March 6, 2008)(where a jury found for the franchisee on its claims for violation of the Minnesota Franchise Act, the franchisee could not recover attorney's fees under the Act if no damages were awarded for the statutory violation)

DavCo v. Wendy's Int'l, Inc., 2008 U.S.Dist.Lexis 27108 (S.D. Ohio, March 19, 2008)(franchisee could not state a claim for breach of the franchise agreement based on the franchisor's selection of a particular supplier because the franchise agreement did not impose any particular criteria on the franchisor, but left the selection process to the franchisor)

Emerging Vision, Inc. v. Sundstrom, 2008 U.S.Dist.Lexis 17496 (E.D. Wis., Feb. 25, 2008)(franchisor failed to prove that a transfer of the franchisee's assets before bankruptcy filing was a fraudulent transfer because the actual intent to defraud, hinder or delay creditors was not established)

Smith v. Sara Lee Fresh, Inc., 2007 U.S.Dist.Lexis 94288 (E.D. Cal., Dec. 11, 2007)(distributor was required to arbitrate breach of distribution agreement claim; distributor's failure to initiate mediation under mediation provision did not preclude the distributor from arbitrating dispute)

Swanson Restoration & Design, Inc. v. Paul Davis Restoration, 2007 U.S.Dist.Lexis 96520 (C.D. Cal., Nov. 26, 2007)(arbitration provision in franchise agreement was upheld because the franchisee was unable to show any procedural unconscionability beyond the unequal bargaining power of the franchisor and franchisee)